

LEGAL SERVICES AGREEMENT

This Agreement for Legal Services (the "Agreement") is made effective as of March 28, 2016, by and between Loeb & Loeb LLP ("Loeb & Loeb") and the Delaware Department of Finance ("Finance"), with the approval of the Attorney General and the Governor of the State of Delaware (the "State").

WITNESSETH:

WHEREAS, the law of Delaware escheat and abandoned and unclaimed property is a highly specialized area of Delaware practice for which there is a very small universe of qualified attorneys; and

WHEREAS, Finance has previously engaged Loeb & Loeb to act as Special Litigation Counsel in escheat matters pending before the United States District Court for the District of Delaware, the United States District Court for the Middle District of Pennsylvania, and the State of Delaware, Court of Chancery, and in such matters relating to escheat and abandoned and unclaimed property as determined by Finance from time to time. Three previous agreements were ratified effective January 30, 2016, and another agreement was made effective February 19, 2016. All were approved by the Attorney General and the Governor of the State of Delaware, pursuant to 29 *Del. C.* § 2507.

WHEREAS, on February 24, 2016, a Request for Proposal ("RFP") was issued by Finance to engage a law firm to act as Special Counsel ("Special Counsel") to represent Finance and certain officers in their individual and/or professional capacities (collectively, the "State Defendants") in *Marathon Petroleum Corp., et al. v. Cook et al.*, C.A. No. 1:16-cv-00080 (D. Del.) (the "Action"), filed February 11, 2016;

WHEREAS, Finance received and evaluated seven proposals from law firms interested in acting as Special Counsel for the State pursuant to the RFP and interviewed four of the firms; and,

WHEREAS, the proposal submitted by Loeb & Loeb meets the needs of Finance, and was technically superior to those submitted by the other firms (see Loeb & Loeb's Proposal dated March 4, 2016, attached hereto as Exhibit A); and

WHEREAS, Finance has determined to engage Loeb & Loeb to act as Special Counsel in the Action, all related matters, and in such other matters relating to escheat, abandoned property, and unclaimed property as shall be determined by Finance from time to time (the "Engagement"); and

WHEREAS, Loeb & Loeb desires to accept the Engagement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Loeb & Loeb and Finance (collectively the "Parties") hereby agree as follows:

1. Pursuant to 29 *Del. C.* § 2507, Loeb & Loeb is hereby appointed and employed as Special Litigation Counsel for the State.

2. Loeb & Loeb agrees to serve as Special Litigation Counsel in connection with the Engagement and to perform such legal duties as assigned by Finance during the duration of the Engagement. Notwithstanding the preceding, the Parties acknowledge that this Agreement is subject to termination at will by Finance, with or without cause, and by Loeb & Loeb, as permitted or required under the applicable rules of professional conduct.

3. Loeb & Loeb agrees that it will assign the attorneys and para-professionals of its firm listed below to perform the legal services under this Agreement. The standard and special discounted billing rates, which represent a fifteen percent (15%) discount from the professionals' regular standard rates, are listed below. Loeb & Loeb agrees that the rate for any other attorneys who work on this engagement shall be at rates comparable to those set forth herein, taking into account each attorney's experience. Loeb & Loeb may adjust its rates annually as of April 1st of each year, commencing in 2017, provided that Finance is notified of the adjustment in writing 60 days in advance of the change and the Parties agree on the adjustment.

NAME	TITLE	STANDARD RATE	SPECIAL DISCOUNTED RATE
Steven S. Rosenthal	Partner	\$ 950	\$ 808
Marc Cohen	Partner	\$ 950	\$ 808
Tiffany Moseley	Partner	\$ 750	\$ 638
J.D. Taliaferro	Senior Counsel	\$ 685	\$ 582
Alicia Clough	Senior Counsel	\$ 665	\$ 566
Jacobus J. Schutte	Associate	\$ 625	\$ 531

4. Loeb & Loeb agrees that it shall perform legal services as directed by Finance and that the State shall have the right to receive copies of all documents, submissions, filings, and/or pleadings, to monitor, direct, and/or participate in the performance of legal services by Loeb & Loeb under this Agreement.

5. Loeb & Loeb agrees that all documents generated by it under this Agreement, including research and all legal work products, belong to the State and the Delaware Department of Justice ("DOJ"), and will be provided upon request. The State and the DOJ shall have the right to use any such legal work product or documents as it deems in its interest, without compensation to Loeb & Loeb apart from the compensation earned under this Agreement.

6. The files belonging to Loeb & Loeb pertaining to this Engagement will be retained by the firm and include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research. All such files retained by Loeb & Loeb will be subject to its records retention policies.

7. Loeb & Loeb provided Finance a Certificate of Insurance from Attorneys Insurance Mutual Risk Retention Group, Inc. dated February 27, 2016 indicating the amount and nature of Loeb & Loeb's malpractice insurance coverage under policy number IP-0000-16/2015, which is contained within Exhibit A.

8. Loeb & Loeb has performed a comprehensive screening for potential or actual conflicts of interest it has or may have, not only with the State, but with any agency thereof. During the term of this Agreement, Loeb & Loeb shall inform the State of any actual or potential conflict that arises and that must be disclosed as required by the Delaware Lawyers' Rules of Professional Conduct. Such notice shall state in writing the names of the parties represented, the nature of the case and the actual or potential conflict. Until such time as it has notified the State in writing as required by this paragraph and received a written waiver of an actual or potential conflict of interest signed by the State Solicitor and Governor's Counsel, Loeb & Loeb shall neither commence work on any new matter nor continue work on any matter that it has undertaken at the time at which the conflict or potential conflict arises. Loeb & Loeb understands and acknowledges that should the State choose not to waive the conflict, the State is free to obtain such legal services as necessary from other counsel as it deems appropriate.

9. Loeb & Loeb understands and acknowledges that the State will work with Loeb & Loeb to perform the legal work covered by this Agreement through the DOJ. Nothing in this Agreement restricts the State's ability to do so or guarantees Loeb & Loeb the right to perform any legal services, except those that the State specifically request Loeb & Loeb to perform.

10. Loeb & Loeb shall bill Finance no more frequently than monthly for hours spent on legal services rendered on behalf of and at the request of Finance at the rates agreed to in paragraph 3 of this Agreement. Each invoice shall be in a format customary in the community for legal services rendered; however, Finance shall have the right to request reasonable alterations in the format of the billing as it deems appropriate. Loeb & Loeb agrees to comply with the Delaware Department of Justice Outside Counsel Billing Policy, attached hereto as Exhibit B. Copies of the bill should be sent to the Deputy Attorney General representing Finance, the State Solicitor, and the Governor's Counsel. Bills shall be paid as approved by Delaware law. In the event the State questions the substance of any bill or any item of work performed, Loeb & Loeb shall provide such additional information as may reasonably be requested, and Loeb & Loeb shall not charge any additional amount for any discussion, extra documentation, or additional information required to settle any dispute regarding any issue related thereto.

11. Loeb & Loeb shall take no position on any legal matter taken on behalf of Finance without consultation with and approval by the State. No position shall be deemed to be the position of the State if disapproved by the DOJ. Loeb & Loeb shall take no legal position in any court, or any federal agency or any other entity without approval of the DOJ. No opinion rendered by Loeb & Loeb may be represented as an opinion of the Attorney General or the DOJ.

12. Except as provided in Exhibit B, prior to incurring any costs to be charged to the State, Loeb & Loeb shall consult with the State and obtain its approval.

13. Loeb & Loeb's client in this engagement will be the Delaware Department of Finance. The State agrees that Loeb & Loeb's representation of the Delaware Department of

Finance in this engagement does not give rise to a lawyer-client relationship between Loeb & Loeb and any other Delaware state or local governmental unit or entity or any other person and will not give rise to any conflict of interest if other clients of the firm are adverse to any other person or a Delaware state or local governmental unit or entity other than the Delaware Department of Finance.

14. The validity of this Agreement and the determination of the rights and liabilities of the Parties hereunder shall be decided in accordance with the laws of the State of Delaware and no other, except to the extent that federal law may be applicable. Any litigation which may be instituted between the State and Loeb & Loeb regarding this Agreement shall be filed and litigated in the State of Delaware.

15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. This Agreement constitutes the entire Agreement between the parties related to this matter and any prior agreement or understanding is hereby superseded by this Agreement.

{Signature page follows}

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement effective as of March 28, 2016.

LOEB & LOEB, LLP
Washington, DC
Signature on File

By: _____
Steven S. Rosenthal, Partner

DEPARTMENT OF FINANCE
State of Delaware
Signature on File

By: _____
Thomas J. Cook, Secretary

APPROVED:

JACK A. MARKELL
GOVERNOR
STATE OF DELAWARE
Signature on File

By: _____
Jack A. Markell, Governor

MATTHEW P. DENN
ATTORNEY GENERAL
STATE OF DELAWARE
Signature on File

By: _____
Aaron R. Goldstein, State Solicitor